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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JULIE BARFUSS, et al.,

Case No. 2:23-cv-1114

Plaintiffs,

V.

LIVE NATION ENTERTAINMENT,
INC., TICKETMASTER L.L.C., and
DOES 1 to 100.

**DEFENDANTS LIVE NATION
ENTERTAINMENT, INC. AND
TICKETMASTER L.L.C.'S NOTICE
OF RELATED CASES**

Defendants.

1 Pursuant to Civil Local Rule 83-1.3.1, Defendants Live Nation Entertainment,
 2 Inc. (“Live Nation”) and Ticketmaster L.L.C. (“Ticketmaster”) give notice that this
 3 lawsuit¹ addresses material facts that overlap with material facts and issues of law in
 4 other civil cases filed in this District and assigned to the Honorable George H. Wu.
 5 *See Sterioff v. Live Nation Entertainment, Inc., et al.*, No. 2:22-cv-09230-GW-GJS
 6 (C.D. Cal.) (“Sterioff”); *Heckman, et al. v. Live Nation Entertainment, Inc., et al.*,
 7 No. 2:22-cv-00047-GW-GJS (C.D. Cal.) (“Heckman”); *Oberstein, et al. v. Live*
 8 *Nation Entertainment, Inc., et al.*, No. 2:20-cv-03888-GW-GJS (C.D. Cal.)
 9 (“Oberstein”).² This case, *Sterioff*, *Heckman*, and *Oberstein* “call for determination
 10 of the same or substantially related or similar questions of law and fact,” and “would
 11 entail substantial duplication of labor if heard by different judges.” L.R. 83-1.3.1(b),
 12 (c). Moreover, this case and *Sterioff* “arise from the same or a closely related
 13 transaction, happening, or event.” L.R. 83-1.3.1(a). This case should therefore be
 14 deemed related to *Sterioff*, *Heckman*, and *Oberstein*, and transferred to Judge Wu
 15 for further proceedings.

16 The allegations in this case overlap substantially with the allegations asserted
 17 in the *Sterioff*, *Heckman*, and *Oberstein* litigations before Judge Wu. For instance,
 18 Plaintiffs in all of these cases are consumers who claim they paid supra-competitive
 19 prices for tickets on Ticketmaster’s website as a result of Live Nation and
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21 ¹ This lawsuit was initially filed in the Superior Court of California, County of
 22 Los Angeles. *See Barfuss, et al. v. Live Nation Entertainment, Inc., et al.*, No.
 22STCV37958 (Cal. Super. Ct.) (“Barfuss”). Defendants file this Notice of Related
 23 Cases concurrently with their Notice of Removal.

24 ² *Oberstein* (which was formerly captioned *Van Iderstine v. Live Nation*
 25 *Entertainment, Inc.*) was transferred to Judge Wu in May 2020, after the Court
 26 deemed *Oberstein* related to yet another case that was before Judge Wu: *Dickey v.*
Ticketmaster LLC, et al., No. 2:18-cv-09052-GW-GJS (C.D. Cal.) (“Dickey”). *See*
Oberstein, Order Regarding Transfer, ECF No. 21. In January 2022, the Court
 27 deemed *Heckman* (nearly a word-for-word copy of *Oberstein*) related to *Oberstein*,
 and so also transferred that case to Judge Wu. *See Heckman*, Order Regarding
 Transfer, ECF No. 13. And in January 2023, the Court transferred *Sterioff* to Judge
 28 Wu, after deeming *Sterioff* related to *Heckman* and *Oberstein*. *See Sterioff*, Order
 Regarding Transfer, ECF No. 21.

1 Ticketmaster's alleged monopoly over the markets for ticketing services.
 2 *See Barfuss Am. Compl.* ¶¶ 26–27, 349–50; *Sterioff Compl.* ¶¶ 17–24, 43–44, ECF
 3 No. 1; *Heckman Compl.* ¶¶ 20, 25–28, 96, 114, 118, ECF No. 1; *Oberstein Am.*
 4 *Compl.* ¶¶ 1, 15, 20–22, 90, 108, 112, ECF No. 81. Plaintiffs in all of these cases
 5 also allege that Defendants engaged in various anticompetitive practices designed to
 6 enhance their alleged market dominance, including secretly encouraging the use of
 7 “bots” and other tools by ticket brokers to extract additional fees. *Barfuss Am.*
 8 *Compl.* ¶¶ 6, 305, 361; *Sterioff Compl.* ¶¶ 35–36; *Heckman Compl.* ¶¶ 13–14, 17
 9 101, 126(d); *Oberstein Am. Compl.* ¶¶ 8–9, 12, 95, 120(d).

10 Moreover, Plaintiffs in this case, *Sterioff*, *Heckman*, and *Oberstein* all allege
 11 that Live Nation and Ticketmaster violated antitrust laws by: (1) conditioning the
 12 provision of primary ticketing services on the use of secondary ticketing services
 13 from Ticketmaster, including through technological limitations on primary ticket
 14 transferability (*Barfuss Am. Compl.* ¶¶ 335–37, 390, 394–97; *Sterioff Compl.* ¶¶ 3,
 15 35, 114–19; *Heckman Compl.* ¶¶ 15, 112, 162, 169–73, 176; *Oberstein Am. Compl.*
 16 ¶¶ 10, 106, 156, 163–67, 170); (2) entering into long-term exclusive dealing
 17 contracts for the provision of primary and secondary ticketing services (*Barfuss Am.*
 18 *Compl.* ¶¶ 348, 350, 391–92; *Sterioff Compl.* ¶¶ 3, 124–31; *Heckman Compl.* ¶¶ 41–
 19 42, 61–63, 148–54; *Oberstein Am. Compl.* ¶¶ 35–36, 55–57, 142–48); and
 20 (3) agreeing with and/or coercing ticket brokers and other ticket resellers to boycott
 21 Ticketmaster's competitors for the provision of secondary ticketing services
 22 (*Barfuss Am. Compl.* ¶¶ 6, 292, 336; *Sterioff Compl.* ¶¶ 135, 137; *Heckman Compl.*
 23 ¶¶ 175–76, 178; *Oberstein Am. Compl.* ¶¶ 169–70, 172).

24 Further, this case and *Sterioff* stem from the same “transaction, happening, or
 25 event” (L.R. 83-1.3.1(a))—specifically, Ticketmaster's handling of ticket sales for
 26 Taylor Swift's “The Eras Tour”—and involve similar questions of law and fact.
 27 Plaintiffs in both cases claim that Defendants engaged in intentional
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1 misrepresentation, fraud, and fraudulent inducement in connection with ticket sales
 2 for The Eras Tour. *Barfuss* Am. Compl. ¶¶ 301–23; *Sterioff* Compl. 70–99. For
 3 example, Plaintiffs in both cases allege that Ticketmaster (1) misrepresented that all
 4 “verified” fans would receive codes to participate in the presale of “The Eras Tour”
 5 tickets (*Barfuss* Am. Compl. ¶¶ 296–98, 303, 312; *Sterioff* Compl. ¶¶ 37, 73–74);
 6 (2) knowingly issued more codes than its available ticket inventory (*Barfuss* Amend.
 7 Compl. ¶¶ 15, 302, 306; *Sterioff* Compl. ¶¶ 34, 74, 83); (3) did not issue codes to
 8 people who qualified (*Barfuss* Am. Compl. ¶¶ 9, 298, 303; *Sterioff* Compl. ¶ 29);
 9 and (4) knowingly allowed “scalpers” and “bots” to participate in the presale
 10 (*Barfuss* Am. Compl. ¶¶ 14, 17, 305; *Sterioff* Compl. ¶¶ 35, 82). Many other
 11 allegations in this case are virtually identical (nearly word-for-word) to the
 12 allegations in *Sterioff*—including allegations that Ticketmaster: (1) misled
 13 customers by scheduling a general public sale despite knowing it would not have
 14 sufficient ticket inventory after the presale (*Barfuss* Am. Compl. ¶ 18; *Sterioff*
 15 Compl. ¶¶ 40, 62); (2) misled Capital One cardholders into believing they would be
 16 able to purchase a ticket during the Capital One Presale (*Barfuss* Am. Compl. ¶ 16;
 17 *Sterioff* Compl. ¶¶ 39, 62, 76, 85); (3) represented that all tickets sold during the
 18 presale were priced at face value, but then allowed tickets to be resold at prices
 19 higher than the face value (*Barfuss* Am. Compl. ¶ 19; *Sterioff* Compl. ¶¶ 36, 61, 63–
 20 64, 75, 84); (4) sold VIP tickets while knowing that the mailed portion of the VIP
 21 package would be voided and never reach the fan (*Barfuss* Am. Compl. ¶ 20; *Sterioff*
 22 Compl. ¶ 38); (5) sold obstructed-view tickets without informing the customers of
 23 the obstructed view (*Barfuss* Am. Compl. ¶ 21; *Sterioff* Compl. ¶ 41); and (6) sold
 24 ADA-compliant seats without verification of disability (*Barfuss* Am. Compl. ¶ 25;
 25 *Sterioff* Compl. ¶ 42).

26 Further, as in *Sterioff*, *Heckman*, and *Oberstein*, this case raises substantial
 27 threshold questions related to the Ticketmaster arbitration agreement accepted by
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1 the named plaintiffs. In *Oberstein* and *Heckman*, Defendants filed motions to
 2 compel arbitration based on the named plaintiffs' assent to Ticketmaster's arbitration
 3 agreement. Judge Wu granted the motion to compel arbitration in *Oberstein*, which
 4 was affirmed by the Ninth Circuit, and Defendants' motion to compel arbitration
 5 remains pending in *Heckman*. See *Oberstein*, Ruling Granting Defs.' Am. Mot. to
 6 Compel Arb., ECF No. 114; *Oberstein, et al. v. Live Nation Entertainment, Inc., et*
 7 *al.*, No. 21-56200 (9th Cir.), Op. Affirming Order Compelling Arbitration, ECF No.
 8 56-1; *Heckman*, Defs.' Mot. to Compel Arb., ECF No. 30. Defendants also intend
 9 to file a motion to compel arbitration in *Sterioff*. See *Sterioff*, Order on Joint Stip.
 10 Setting Briefing Schedule, ECF No. 25.³ This case raises the same threshold
 11 arbitration issues—such as whether users must agree to arbitration in order to sign
 12 in to their account or purchase tickets from Ticketmaster, and whether
 13 Ticketmaster's arbitration agreement delegates arbitrability questions to the
 14 arbitrator—that Judge Wu considered in *Oberstein*, and that Judge Wu will consider
 15 in *Heckman* and *Sterioff* when deciding the pending and forthcoming motions to
 16 compel arbitration, respectively.⁴

17 In short, the allegations and issues in this case overlap substantially with those
 18 presented in *Sterioff*, *Heckman*, and *Oberstein*. This matter therefore "call[s] for
 19 determination of the same or substantially related or similar questions of law and
 20 fact" as those in *Sterioff*, *Heckman*, and *Oberstein*, and it "arise[s] from the same or
 21 a closely related transaction, happening, or event" as *Sterioff*. L.R. 83-1.3.1(a), (b).
 22 Indeed, Judge Wu has already (on multiple occasions) analyzed and ruled on many
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24 ³ Judge Wu also granted Defendants' motion to compel arbitration in *Dickey*.
 25 See *Dickey*, Ruling Granting Defs.' Mot. to Compel Arb., ECF No. 33.

26 ⁴ Judge Wu also considered and ruled on these same issues in two additional
 27 cases against Live Nation and Ticketmaster, both of which alleged similar unfair
 28 competition practices involving Defendants' arbitration agreement, and both of
 which the Court also related to the *Dickey* litigation: *Messing, et al. v. Ticketmaster*
L.L.C., et al., No. 2:18-cv-09386-GW-GJS (C.D. Cal.), and *Niedbalski v.*
Ticketmaster L.L.C., et al., No. 2:18-cv-10241-GW-GJS (C.D. Cal.).

1 of the issues presented in this case. As a result, there would be “substantial
2 duplication of labor if [these cases were] heard by different judges.” L.R. 83-
3 1.3.1(c). Defendants respectfully request that the Court deem this case related to
4 *Sterioff, Heckman, and Oberstein*, and transfer the case to Judge Wu.

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6 Dated: February 14, 2023

Respectfully Submitted,

7 LATHAM & WATKINS LLP

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9 Timothy L. O’Mara

10 *Attorneys for Defendants Live Nation
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L.L.C.*

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